

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

KARLO PERHAT,)	
)	Cause No. _____
Plaintiff,)	
)	Division _____
VS.)	
)	<u>JURY TRIAL REQUESTED</u>
SAFECO INSURANCE COMPANY)	
OF ILLINOIS,)	
)	
Serve: Safeco Insurance Company)	
221 Bolivar Street)	
Jefferson City, MO 65101)	
)	
Defendant.)	

PETITION

COMES NOW Plaintiff Karlo Perhat (“Plaintiff”), by and through his attorney, Stephen R. Slough and The Law Office of Steve Slough, and for his Petition against Defendant Safeco Insurance Company of Illinois (“Safeco”) states as following to the Court:

GENERAL ALLEGATIONS

1. Plaintiff is and was at all relevant times herein a resident of the State of Missouri.
2. At all times pertinent herein, Plaintiff and/or his vehicle was/were insured through defendant Safeco under a policy of insurance that provided coverage for injuries and damages resulting from the negligence of an underinsured vehicle.
3. Defendant Safeco is an Illinois insurance company authorized to do business in the State of Missouri, and is in good standing in the State of Missouri.
4. Defendant Safeco is engaged in the insurance business in the State of Missouri and maintains offices and/or agents for the transaction of its customary business within the St. Louis County, Missouri.

5. Defendant Safeco is an Illinois company, 27201 Bella Vista Parkway, Suite 130, Warrenville, Illinois 60555, which is registered to do business in Missouri. Defendant Safeco regularly solicits business from, issues policies to, and collects premiums from Missouri residents. Defendant Safeco solicited business from, issued a policy to, and collected premiums for the uninsured motorist insurance involved in this case. As a foreign insurance company doing business in Missouri, defendant Safeco may be served through the Missouri Division of Insurance, Director of the Division of Insurance, 301 West High Street, Room 530, Jefferson City, MO 65102, or through its registered agent, CSC-Lawyers Incorporating Service Company, 221 Bolivar, Jefferson City, MO 65101.

6. Plaintiff's claims in this case are for a contract action, and therefore venue is proper in this Court pursuant to R.S.Mo. §508.010.2(4).

7. On July 29, 2015 Plaintiff was operating a 2007 Toyota Tundra on northbound Missouri Highway 21 at the intersection of CRD Schuessler, both open and public roadways in St. Louis County, Missouri.

8. On July 29, 2015 underinsured driver, Allen Grider, was operating a 2004 Toyota Tundra southbound on Missouri Highway 21 at the intersection of CRD Schuessler, both open and public roadways in the city of St. Louis, Missouri.

9. On July 29, 2015 underinsured driver, Allen Grider, operated his vehicle in such a way as to crash into the front of the vehicle being operated by Plaintiff while attempting to make a left turn on to CRD Schuessler.

10. That Allen Grider owed Plaintiff a duty to operate his vehicle with the highest degree of care, yet failed to do so and was therefore negligent, reckless and careless in the following respects:

- a. Operated his vehicle at an excessive speed;
- b. Failed to stop, swerve, slacked speed or sound a warning;
- c. Failed to keep a careful lookout in order to reasonably apprehend and/or to observe and head road and traffic conditions then and there existing;
- d. Failed to yield the right of way;
- e. Followed Plaintiff too closely;
- f. Was using his cellular telephone at the time of the accident, which caused or contributed to cause his inattention
- g. Was operating his motor vehicle while receiving, reading and sending text messages on his mobile phone;
- h. Failed to exercise due and proper care and diligence to avoid said accident

11. That as a direct result of Allen Grider's negligence in one or more of these respects, Plaintiff has suffered injuries to his head, neck, back, arms and legs; he's sought and received medical care for these injuries and is reasonably certain to require medical treatment in the future; he's experienced pain, suffering, emotional distress and disability and is reasonably certain to experience pain, suffering, emotional distress and disability permanently; he's lost work wages and his ability to earn wages have been diminished; all to his damage.

12. That as a direct result of the Allen Grider's negligence in one or more of these respects, Plaintiff has incurred medical bills and is reasonably certain to incur additional medical bills in the future.

COUNT I – BREACH OF CONTRACT

13. Plaintiff realleges and re-incorporates paragraphs 1-12 above as if fully set forth herein by reference.

14. Underinsured driver Allen Grider was insured at the time of the crash however only had liability limits of \$100,000.00.

15. Plaintiff's damages in this matter exceed \$100,000.00 therefore rendering the at fault driver an underinsured motorist.

16. That on this date of this incident, Plaintiff was an insured under a policy of underinsured motorist coverage (UIM) with Defendant Safeco, bearing policy number Z4475277, providing underinsured coverage in the amount of \$250,000.00/\$500,000.00.

17. Plaintiff is a beneficiary under the terms of the aforesaid policy of insurance with Defendant and is entitled to receive payment of any and all proceeds due under the terms of the aforesaid policies of insurance for the losses sustained as described herein.

18. Plaintiff has in all respects complied with the terms and conditions of said policy of insurance and furnished to Defendant due notice of Plaintiff's claim.

19. Defendant has failed and refused to pay, and still refuses to pay Plaintiff the amounts due under the terms of the policies of insurance, or any part thereof.

20. That Plaintiff is entitled to the underinsured motorist (UIM) proceeds described herein and Defendant is in breach of contract for failure to perform according to the terms of the contracts for insurance referenced herein.

WHEREFORE, Plaintiff prays for this court to enter judgment for the Plaintiff in such an amount as is fair and reasonable in excess of \$25,000, for actual damages, her costs herein expended, pre-judgment interest pursuant to Missouri statute, a reasonable attorneys' fee and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT II – VEXATIOUS REFUSAL AGAINST DEFENDANT SAFECO

21. Plaintiff re-incorporates and re-alleges paragraphs 1-20 above as if fully set forth herein.

22. Defendant's conduct in the communication and adjusting of this claim was and is vexatious, in bad faith and without reasonable cause or excuse and in violation of its own claims handling standards, reasonable claims handling standards within the insurance industry, and in violation of Missouri regulations controlling claims handling.

23. Plaintiff is therefore entitled to recover under Missouri Revised Statutes §375.296 and §375.420 to recover penalties in the amount of twenty percent (20%) of the first One Thousand Five Hundred Dollars (\$1,500.00) due and owing to the Plaintiff, and ten percent (10%) of the remaining amounts due and owing to the Plaintiff, plus a reasonable attorneys' fee, in an amount to be determined.

WHEREFORE, Plaintiff prays for this court to enter judgment for the Plaintiff in such an amount as is fair and reasonable in excess of \$25,000, for actual damages, her costs herein expended, pre-judgment interest pursuant to Missouri statute, a reasonable attorneys' fee and for such other and further relief as this Court deems just and proper under the circumstances.

Respectfully Submitted,

/s/ Stephen R. Slough
Stephen R. Slough #63249
The Law Office of Steve Slough
Attorney for Plaintiff
1424 Washington Ave, Suite 300
St. Louis, MO 63103
T: (314) 884-8504
F: (314) 785-7999
steve@sloughlawoffice.com



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: BRIAN H MAY	Case Number: 20SL-CC03792	(Date File Stamp)
Plaintiff/Petitioner: STEPHEN ROBERT SLOUGH	Plaintiff's/Petitioner's Attorney/Address	
Defendant/Respondent: SAFECO INSURANCE COMPANY)	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Pers Injury-Vehicular		

Summons in Civil Case

The State of Missouri to: SAFECO INSURANCE COMPANY)

Alias:

R/A SAFECO INSURANCE COMPANY
221 BOLIVAR STREET
JEFFERSON CITY, MO 65101

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739, email at SLCADA@courts.mo.gov, or through Relay Missouri by dialing 711 or 800-735-2966, at least three business days in advance of the court proceeding.

30-JUL-2020

Date

Further Information:

MG

Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
- ☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

(Seal)

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

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Office of the Sheriff
John P. Wheeler
Sheriff
www.colecountysheriff.org
P. O. Box 426
Jefferson City, Mo. 65101-0426
Civil Phone 573-634-9163
Civil Fax 573-635-0069

*Serving Cole County
since 1821
with
Integrity
Fairness
and
Professionalism*

To: Stephen Slough

Case number: 20SL-CC03792

Your document was received at the Cole County Sheriff's Department on 8/3/2020 and is being returned to you **NOT SERVED** for the following reason(s):

- ☐ Document was received with insufficient time for service. Summons expire 30 days from date of issue and/or must be served 10 days prior to the court date. Also enclosed check # _____
- ☐ Document was received after the court date. Please remit with a new court date. Also enclosed check # _____
- ☐ Payment of service fees required prior to service. Please remit your papers with a check or money order made payable to Sheriff of Cole County in the amount of \$ _____
- ☐ Service address is **NOT** in Cole County. Also enclosed check # _____
- ☐ Document must have signature and seal of the court. Also enclosed check # _____
- ☒ Name of registered agent and service address must be ~~on document~~ ^{actual summons}. Also enclosed check # 1487
- ☐ A physical address must be on the document for proper service. Also enclosed check # _____
- ☒ Other: Sorry but the Cole Co registered agents name must be on the actual summons. Also this summons will expire for legal service on 08/29/2020

Thank you,

John P. Wheeler, Sheriff
Cole County, Missouri

By: Kayla

(3) Early Neutral Evaluation (“ENE”): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the “trial”, the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 105 South Central Ave., 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

CCADM73

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)	Cause No.	20SL-CC03792
Plaintiff,)		
)	Division	1
VS.)		
)		
SAFECO INSURANCE COMPANY,)		
OF ILLINOIS,)		
)		
Defendant.)		

REQUEST FOR ALIAS SUMMONS TO ISSUE

COMES NOW Plaintiff Karlo Perhat and respectfully requests that an Alias Summons be issued in the cause as follows:

Defendant: CSC – Lawyers Incorporating Service Company
R/A for Safeco Insurance Company of Illinois
221 Bolivar
Jefferson City, MO 65101

Summons to be served by Cole County Sheriff.

Respectfully Submitted,

/s/ Stephen R. Slough
Stephen R. Slough #63249
The Law Office of Steve Slough
Attorney for Plaintiff
1424 Washington Ave, Suite 300
St. Louis, MO 63103
T: (314) 884-8504
F: (314) 785-7999
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The State of Missouri to: SAFECO INSURANCE COMPANY)

Alias:

R/A CSC LAWYERS INCORPORATING
COMPANY
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JEFFERSON CITY, MO 65101

COURT SEAL OF



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14-AUG-2020

Date

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GB

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- ☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$._____ per mile)

Total \$ _____

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